

Remarks

Claims 1, 2, 16, 18, 21 and 22 have been amended. Claims 31, 34-36 and 38-42 have been amended to correct claim dependency. Reconsideration of the application in view of the foregoing amendments is respectfully requested.

Response to Claim Objections

1. Claim numbering. Claims 28 and 30-41 are objected to as being misnumbered. The claims have been renumbered, and their claim dependencies amended accordingly in the attached claim listing.

Accordingly, the objections to claims 28 and 30-41 on this basis should be withdrawn.

Response to Claim Rejections

2. Claims 1-19 and 22-40. Claims 1-19 and 22-40 are rejected as defining subject matter allegedly obvious in view of a combination of Weiss et al. U.S. Patent No. 6,354,490 (“Weiss”) in view of “Fort Jackson Maturity Notice” (“Fort”) and Meek et al. U.S. Patent No. 7,039,600 (“Meek”). It is asserted that Weiss discloses a system and method in which a logical session is initiated between a client program and a client interface affiliated with a financial institution, financial information relating to a client is displayed on the client interface, a request to negotiate a financial instrument is transmitted, and a disclosure document pertaining to the request to negotiate is displayed.

Fort is alleged to teach displaying a disclosure document and, if the client agrees to the terms of the disclosure document, displaying a plurality of renegotiation options to the client and transmitting a selection of one of the renegotiation options. Meek is alleged to teach displaying a message on a client interface that a financial instrument of the client can be renegotiated.

Examiner Interview Summary

As required by 37 C.F.R. §1.133(b), the following is a summary of an interview held between the undersigned and the examiner, Jessica L. Lemieux, and her supervisor, James Kramer, on August 4, 2008. The interview was by telephone, no exhibits were shown or demonstrations conducted, and no agreement was reached regarding the allowance of any claims.

Specifically, claims 1, 10 and 22 were discussed with respect to the prior art references Weiss, Fort and Meek. Agreement was reached that Weiss did not teach or suggest any of the

following: (i) renegotiation of a financial instrument, (ii) electronic display of a disclosure document pertaining to the financial instrument, (iii) signature or transmission of acceptance of the financial instrument electronically or (iv) disabling options available to a client in renegotiation.

With respect to the Fort reference, it was agreed that the following were not disclosed: (i) use or display of the document by electronic transmission for purposes of renegotiating a financial instrument and (ii) disabling options not available to a client upon renegotiation.

It was agreed that the Meek reference did not teach or suggest (i) renegotiation of a financial instrument or (ii) presenting disclosure documents electronically to a client as part of a renegotiation process.

Applicants' attorney pointed out the aspects of the method and system of the present invention with respect to disabling options for renegotiation not available to a specific client (shown in Fig. 11 of the application) and the presentation of disclosure documents electronically as part of the renegotiation process (as shown in Fig. 10 of the application). It was suggested by Mr. Kramer that claims containing such limitations would receive favorable consideration with respect to the art currently of record.

End of Examiner Interview Summary

Weiss describes a "full service" consumer banking system and method for opening an account. The method and system are designed to be used by a "user," which is described as a bank employee (Weiss, col. 7, ll. 54-57) rather than by a customer or potential customer of the bank or financial institution implementing the method and system. Accordingly, the disclosed method and system are not designed to be used online by an individual customer or potential customer in a manner that would result in the online enrollment of that customer or potential customer, or for the renegotiation of a financial instrument.

The disclosed method and system of Weiss enables a customer or potential customer, through a human agent, to enroll in various products offered by a bank or other financial institution and create a customer profile in which information provided by the customer or potential customer to the user is used to populate the various forms necessary to activate certain accounts and financial products provided by the financial institution. Consequently, there is no

need to provide customer-specific information, such as a Social Security Number, more than once in the enrollment process.

However, the Weiss method and system do not teach or suggest a method and system for enrolling in a financial product, or renegotiating a financial instrument, entirely on online. Rather, Weiss consistently describes the process of the method and system as ending with the necessary enrollment forms being printed out for hand signature by the customer (Weiss, col. 6, l. 44; col. 8, l. 65; col. 21, ll. 17-24 and col. 21, ll. 53-55). There is no disclosure or suggestion whatsoever in Weiss that a customer could sign enrollment forms electronically on line.

Fort is a sample CD (certificate of deposit) maturity notice that enables a customer of a financial institute to choose different options that are available to him or her upon the maturity of the CD in question. Such options include reinvesting the principal and dividends in a new certificate for a selected number of weeks or months, canceling the certificate and depositing the funds in an account or canceling the certificate and paying off a loan against the certificate of deposit.

However, Fort includes signature and date lines to be filled in by hand, a return address ("Fort Jackson, Federal Credit Union, 6923 North Trenholm Road, Columbia, SC 29206") and what appears to be the name and address of a recipient ("Sir Walter Raleigh, 123 Fake Street, HOPKINS, SC 29061"). That latter information appears to be positioned on the document so that it would appear in a windowed business envelope. Likewise, the name and address of the sender, Fort Jackson Federal Credit Union, are positioned relative to the recipient address so that they would appear through a return address window on a business envelope.

Accordingly, Fort does not appear to be a document made available over the Internet. There is no language within the four corners of Fort that would indicate that it is, or is made to be, available over the Internet as part of an online CD renegotiation method or system. Furthermore, there is no explanatory language, instruction or provision whatsoever in Fort that would provide for completing a CD renegotiation process online, such as an electronic records disclosure agreement in which a client of the financial institution would consent to use of electronic records only in renegotiating the financial instrument.

Consequently, the proposed combination of Weiss and Fort does not teach or suggest an online process or system for renegotiating a financial instrument in which an electronic records

disclosure agreement pertaining to the request to renegotiate is displayed, and the client communicates acceptance of use of electronic records in renegotiating the financial instrument electronically.

Meek discloses a method and system for marketing financial products directed specifically to ATM's (automated transaction machines) (see, e.g., Meek, col. 5, ll.45-46). When a customer of a financial institution uses an ATM machine to perform a financial transaction, the system and method assess financial information regarding that customer and display selected advertising of financial products that, based upon the financial information, may be of interest to that customer. One of the options for displaying advertising material is to display a message that a user's certificate of deposit is about to expire and renewal is required (Meek, col. 45, ll. 27-29). However, there is no teaching or suggestion in Meek of providing a system or method for renegotiating a certificate of deposit or other financial instrument using an ATM or over the Internet using a personal computer.

In conclusion, neither Weiss, Fort nor Meek, whether taken alone or together, teaches or suggests any of the following:

- A method or system for renegotiating a financial instrument in which an electronic records disclosure agreement is displayed on a client interface wherein a client may consent to use of electronic records in renegotiating a financial instrument;
- A method or system for renegotiating a financial instrument in which a client may communicate acceptance of terms of a disclosure agreement electronically to a client interface;
- A method or system for renegotiating a financial instrument in which financial instrument renegotiation is completed electronically such that the financial institution does not need a printed document signed by the customer agreeing to the renegotiation terms;
- A method or system for renegotiating a financial instrument in which renegotiation options are selected from among a plurality of renegotiation options, and only those options available to a particular customer are made available for selection; and
- A method or system for renegotiating a financial instrument in which a full menu of renegotiation options is displayed, but only those options available to a customer are "active" in that the customer is able to select them.

The accompanying claim listing includes claims that have been amended to emphasize the aforementioned benefits. Specifically, claim 1, which defines the invention as a method for renegotiating a financial instrument, has been amended to include a step of displaying an electronic records disclosure agreement in which a client consents to use of electronic records in renegotiating a financial instrument. Support for this amendment appears at least in Fig. 10 and paragraph 0042 of the specification. As discussed above, none of the cited references teaches or suggests such a method. Accordingly, claim 1, and claims 2 – 19 depending from it, are not rendered obvious by the cited references and should be allowed for at least these reasons.

Amended Claim 22 defines the invention as a system for renegotiating a financial instrument in which a client interface is provided that displays an electronic records disclosure agreement in response to a request to renegotiate, and wherein the client consents to use of electronic records in renegotiating a financial instrument pertaining to the request. As discussed above, none of the cited references teaches or suggests such a system. Accordingly, claim 22, and claims 23 – 40 depending from it, are not rendered obvious by the cited references and should be allowed for at least these reasons.

Claim 2 has been amended to define the invention as a method of renegotiating a financial instrument that includes the step of displaying agreement and disclosure information pertaining to terms of a renegotiated financial instrument and transmitting acceptance of the agreement and disclosure information to the client interface. Support for this amendment appears at least in Fig. 15 and paragraph 0048 of the disclosure. None of the cited references teach or suggest this method and claim 2 should be allowed for this additional reason.

Claim 9 defines the invention as a method including a step of displaying a plurality of renegotiation options from among a plurality of sets, in which a selected set is associated with the financial instrument of the client. Claim 10 defines the invention as a method in which a display of a plurality of renegotiation options includes an initial step of reviewing other financial accounts and disabling from selection those options for which the client does not qualify. Disclosure of the display of the options for renegotiation is shown in Fig. 11 and associated text of the specification.

None of the cited references teach or suggest either of these methods, in which renegotiation options are taken from among a plurality of sets and displayed, and options for

which the client does not qualify are disabled, is not taught or suggested by the cited references, and therefore claims 9 and 10 should be allowed for this additional reason.

Claim 16 has been amended to define the invention as a method of renegotiating a financial instrument that includes the step of transmitting an election to close the financial instrument to the client interface. Support for this amendment appears at least in Figs. 7, 8 and 9 and paragraphs 0038 – 0040 of the disclosure. None of the cited references teaches or suggests this method and claim 16 should be allowed for this additional reason.

Support for the amendment to claim 18 appears at least in Fig. 11 and paragraph 0045 of the disclosure.

3. Claims 20-21 and 41-42. Claims 20-21 and 41-42 are rejected as defining subject matter allegedly obvious over Weiss, Fort and Meek, and further in view of Kargman U.S. Patent No. 7,197,478 (“Kargman”). Kargman is offered as evidence that it would be obvious to modify the method resulting from a combination of Weiss, Fort and Meek to request confirmation of a transaction before processing.

Kargman discloses a method and system for “the purchasing of goods and/or services over the Internet” (Kargman, col. 1, ll. 8-10) and includes a request for confirmation of an order before the order is processed. Kargman lacks any disclosure relating to renegotiating a financial instrument, or to displaying disclosure materials relating to the instrument or concerning consent to use of electronic records in renegotiating the financial instrument. A combination of Kargman with the previously mentioned combination of Weiss, Fort and Meeks would not result in the method defined in claims 20-21 or the system defined in claims 41-42. For at least these reasons, claims 20-21 and 41-42 are not rendered obvious by the proposed combination of references and should be allowed.

In view of the foregoing arguments and amendments, all claim rejections should be withdrawn. The application is now in condition for allowance and formal notice thereof is respectfully solicited.

The Commissioner is hereby authorized to treat any paper that is filed in this application that requires an extension of time as incorporating a request for such an extension. The Commissioner is further authorized to charge any fees required by this paper or to credit any overpayment to Deposit Account No. 20-0809.

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